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Collective Bargaining Agreements

9-13-1970

Loblaw Inc. and Food Store Employees' Union, AFL-CIO, Local 34 (1970)

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Loblaw Inc. and Food Store Employees' Union, AFL-CIO, Local 34 (1970)

Location

NY; PA

Effective Date

9-13-1970

Expiration Date

September 1973

Number of Workers

2000

Employer

Loblaw Inc.

Union

Food Store Employees Union

Union Local

34

NAICS

44

Sector

P

Item ID

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Comments

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AGREEMENT

This Agreement is made by and between LOBLAW INC., a domestic corporation organized under the laws of the State of New York (hereinafter referred to as the "Company") party of the first part and FOOD STORE EMPLOYES' UNION, LOCAL #34 (affiliated with A. M. C. and B. N. A., A. F. L. - C. I. O.), hereinafter referred to as the "Union") party of the second part.

ARTICLE I

WHEREAS, the above parties agree to maintain harmonious relations, to agree upon wage rates, standards and conditions of employment, to eliminate strikes, lockouts, boycotts, stoppages of work and other forms of industrial disturbances with a view of establishing ways and means for collective bargaining and for arbitration of grievances and disputes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the Company and the Union, acting through their duly authorized representatives hereby agree as follows:

JURISDICTIONARTICLE II

THE TERMS OF THIS AGREEMENT SHALL BE APPLICABLE TO ALL EMPLOYES, EXCEPT STORE MANAGERS, CO-MANAGERS AND OTHER SUPERVISORS OF THE COMPANY'S STORES OPERATED AT THE FOLLOWING LOCATIONS:

Counties of Cattaraugus, Erie & Niagara, New York

Albion, New York
Medina, New York
Batavia, New York
Brockport, New York
Dunkirk, New York
Olean, New York
Fredonia, New York
Hornell, New York

Salamanca, New York
Wellsville, New York
Westfield, New York
Erie, Pennsylvania
Bradford, Pennsylvania
Corry, Pennsylvania
Warren, Pennsylvania
North East, Pennsylvania

UNION SHOPARTICLE III

ALL EMPLOYES IN THE BARGAINING UNIT, AS A CONDITION OF EMPLOYMENT MUST, SIXTY (60) DAYS AFTER THE DATE OF THIS AGREEMENT, BECOME AND REMAIN MEMBERS OF THE UNION IN GOOD STANDING FOR THE LIFE OF THIS AGREEMENT. ALL EMPLOYES HIRED AFTER THE DATE OF THIS AGREEMENT MUST, SIXTY (60) DAYS AFTER THE DATE OF THEIR HIRING, BECOME AND REMAIN MEMBERS OF THE UNION IN GOOD STANDING. Good standing shall be defined as the payment or tender of initiation fees and/or dues. Upon written notice from the Union, the Company will dismiss any employee who fails to comply with the provisions of this Article.

9/13/70 - 9/23/73

CHECK - OFF

ARTICLE IV

A. Upon receipt of proper written authorization from an employe, the Company agrees to deduct from the wages of said employe dues and initiation fees as specified by the Union and to promptly forward same to the Union. It is understood that any authorization for payroll deduction shall be voluntary on the part of the employe and may be cancelled as provided in the authorization notice shown below as Paragraph B.

B. TO LOBLAW INC.

I HEREBY AUTHORIZE LOBLAW INC. TO DEDUCT, COMMENCING WITH THE NEXT PAYROLL DATE FOLLOWING THE DATE OF THIS CHECK - OFF THEREAFTER, FROM MY WAGES, THE INITIATION FEE AND DUES PAYABLE TO LOCAL #34, FOOD STORE EMPLOYES UNION, AFFILIATED AMC & BW OF NA, AFL - CIO. The sums thus to be deducted are hereby assigned by me to said Local #34, and I hereby authorize and direct LOBLAW INC. to remit the same to the Secretary - Treasurer of Local #34, to its office in Buffalo, New York.

This authorization and assignment shall be irrevocable for a period of one year from this date or until the termination date of the current collective bargaining agreement between LOBLAW INC. and Local #34 FOOD STORE EMPLOYES' UNION, affiliated AMC & BW OF NA, AFL - CIO, whichever event occurs sooner, and shall continue thereafter in full force and effect for yearly periods beyond the one year irrevocable period provided for immediately above, and each subsequent yearly period shall be similarly irrevocable unless revoked by me as follows:

Any revocation during any of the said yearly periods must be made in writing by registered letter both to LOBLAW INC. and Local #34, FOOD STORE EMPLOYES' UNION, affiliated AMC & BW OF NA, AFL - CIO, at the Buffalo Office of each no sooner than 20 days and no later than 10 days preceding the expiration of any such irrevocable period.

DATED: _____

NAME: _____

WITNESSETH: _____

ADDRESS: _____

C. The Union agrees to indemnify and save the Company harmless against any and all claims, demands, suits or other forms of liability that might arise out of or by reason of action taken or not taken in respect to deduction of dues and initiation fees made pursuant to the provisions of this Article.

WORK ASSIGNMENTSARTICLE V

EMPLOYEES SHALL PERFORM WHATEVER WORK (EITHER MEAT OR GROCERY) THAT THE STORE MANAGER, CO-MANAGER OR THE DISTRICT MANAGER MAY ASSIGN, WITH THE UNDERSTANDING THAT WHEN EMPLOYEES ARE ASSIGNED TO A JOB PAYING A LESSER RATE, THEY WILL BE ENTITLED TO THEIR REGULAR RATE OF PAY UNLESS THEY HAVE BEEN PERMANENTLY TRANSFERRED TO A LOWER RATED JOB.

RATES OF PAYARTICLE VI

A. THE RATES OF EMPLOYEES ON THE PAYROLL SEPTEMBER 12, 1970, SHALL BE INCREASED DURING THE TERM OF THIS CONTRACT IN ACCORDANCE WITH THE FOLLOWING SCHEDULE, OR TO THE RATE OF THE STORE FOR HEAD CUTTER (BUT NOT LESS THAN 25¢ PER HOUR EACH YEAR), ASSISTANT GROCERY MANAGER, PRODUCE HEAD, AND HEAD CASHIER, OR TO THE CONTRACT RATE OUTLINED BELOW, WHICHEVER IS GREATER:

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225-26
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<u>Classification</u>	<u>Effective 9/13/70</u>		<u>Effective 9/12/71</u>		<u>Effective 9/10/72</u>	
	<u>Per Week</u>	<u>Per Hour</u>	<u>Per Week</u>	<u>Per Hour</u>	<u>Per Week</u>	<u>Per Hour</u>
Assistant Manager	The store rate based on avg. weekly grocery & produce sales.					
Produce Head	The store rate based on avg. weekly grocery & produce sales.					
Head Cutter	The store rate based on avg. weekly meat sales, but not less than 25¢ per hour each year.					
First Cutter	\$ 20.00	\$.500	\$ 12.00	\$.300	\$ 15.00	\$.375
Journeyman Cutter	20.00	.500	12.00	.300	15.00	.375
Apprentice Cutter	20.00	.500	12.00	.300	15.00	.375
FT Checker-Receiver-Stocker	12.00	.300	8.00	.200	8.00	.200
FT Checker-Wrapper-Stocker	8.00	.200	6.00	.150	6.00	.150
PT Journeyman Cutter	-	.500	-	.300	-	.375
PT Employees hired prior to 9/13/70 -		.200	-	.150	-	.150
PT Employees hired after 9/12/70 -		None	-	None	-	None

B. THE FOLLOWING MINIMUM RATES WILL BE PAID DURING THE TERM OF THIS CONTRACT:

C19-20
24

<u>Classification</u>	<u>Effective 9/13/70</u>		<u>Effective 9/12/71</u>		<u>Effective 9/10/72</u>	
	<u>Per Week</u>	<u>Per Hour</u>	<u>Per Week</u>	<u>Per Hour</u>	<u>Per Week</u>	<u>Per Hour</u>
<u>ASSISTANT GROCERY MANAGER:</u>						
Grocery & Produce Sales To:						
\$8,000.	\$ 163.50	\$ 4.088	\$ 175.50	\$ 4.388	\$ 190.50	\$ 4.763
8,000. to 17,500.	166.50	4.163	178.50	4.463	193.50	4.838
17,500. to 26,000.	169.50	4.238	181.50	4.538	196.50	4.913
Over 26,000.	172.50	4.313	184.50	4.613	199.50	4.988

ARTICLE VI - RATES OF PAY - Cont'd.

Classification	Effective 9/13/70		Effective 9/12/71		Effective 9/10/72	
	Per Week	Per Hour	Per Week	Per Hour	Per Week	Per Hour
<u>PRODUCE HEAD:</u>						
Grocery & Produce Sales to:						
\$8,000.	\$ 153.50	\$ 3.838	\$ 165.50	\$ 4.138	\$ 180.50	\$ 4.513
8,000. to 17,500.	156.50	3.913	168.50	4.213	183.50	4.588
17,500. to 26,000.	159.50	3.988	171.50	4.288	186.50	4.663
Over 26,000.	162.50	4.063	174.50	4.363	189.50	4.738

FULL TIME CHECKER-RECEIVER

<u>STOCKER:</u>						
1st 6 months	113.60	2.840	121.60	3.040	129.60	3.240
2nd 6 months	116.80	2.920	124.80	3.120	132.80	3.320
2nd year	121.60	3.040	129.60	3.240	137.60	3.440
3rd year	126.80	3.170	134.80	3.370	142.80	3.570
Thereafter	131.60	3.290	139.60	3.490	147.60	3.690

FULL TIME CHECKER-WRAPPER

<u>STOCKER:</u>						
1st 6 months	92.00	2.300	98.00	2.450	104.00	2.600
2nd 6 months	97.00	2.425	103.00	2.575	109.00	2.725
3rd 6 months	101.00	2.525	107.00	2.675	113.00	2.825
4th 6 months	105.00	2.625	111.00	2.775	117.00	2.925
Thereafter	109.00	2.725	115.00	2.875	121.00	3.025

HEAD CUTTER:

Meat Sales to \$4,500.	180.50	4.513	192.50	4.813	207.50	5.188
4,500. to 7,000.	182.50	4.563	194.50	4.863	209.50	5.238
7,000. to 10,000.	184.50	4.613	196.50	4.913	211.50	5.288
10,000. to 12,500.	186.50	4.663	198.50	4.963	213.50	5.338
12,500. to 15,000.	188.50	4.713	200.50	5.013	215.50	5.388
Over 15,000.	190.50	4.763	202.50	5.063	217.50	5.438

<u>FIRST CUTTER:</u>	168.50	4.213	180.50	4.513	195.50	4.888
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<u>JOURNEYMAN MEAT CUTTER:</u>	160.50	4.013	172.50	4.313	187.50	4.688
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APPRENTICE MEAT CUTTER:

1st 2 months	129.00	3.225	141.00	3.525	156.00	3.900
Next 4 months	134.00	3.350	146.00	3.650	161.00	4.025
2nd 6 months	139.00	3.475	151.00	3.775	166.00	4.150
3rd 6 months	144.00	3.600	156.00	3.900	171.00	4.275
4th 6 months	149.00	3.725	161.00	4.025	176.00	4.400
Then	JMC RATE IF QUALIFIED					

HEAD CASHIER DIFFERENTIALS:

Stores with Total Weekly Sales to:		
\$20,000.	\$.150 over hourly rate	\$ 6.00 over weekly rate
20,000. to 40,000.	\$.200 over hourly rate	\$ 8.00 over weekly rate
Over 40,000.	\$.250 over hourly rate	\$10.00 over weekly rate

HOURLY RATES EFFECTIVE

	9/13/70	9/12/71	9/10/72
<u>PT JOURNEYMAN CUTTER:</u>			
1st year	\$ 3.660	\$ 3.960	\$ 4.335
Thereafter	3.810	4.110	4.485

HOURLY RATES EFFECTIVE 9/13/70 THROUGH 9/23/73

PT EMPLOYEES HIRED AFTER 9/12/70

1st 6 months	\$ 2.000
2nd 6 months	2.100
3rd 6 months	2.200
Thereafter	2.300

PART TIME, EXCEPT PART TIME MEAT CUTTERS, SHALL RECEIVE \$.150 PER HOUR LESS DURING 60 DAY PROBATIONARY PERIOD.

ARTICLE VI - RATES OF PAY - Con'd.

C. It is agreed that during the term of this Agreement, no employee's wage will be reduced below the amount they are receiving at the present time, except where rates are based on volume of sales or changes of position are necessary due to lack of ability.

D. Rates based on sales shall be reviewed and adjusted when necessary, based on average sales in the twenty-six full calendar weeks ending four weeks prior to any effective date of any general rate change or contract renewal date.

E. IN NEW STORES, AND STORES WHICH UNDERGO MAJOR REMODELING, RATES BASED ON SALES WILL BE DETERMINED BY THE AVERAGE WEEKLY VOLUME IN THE TWELVE (12) WEEKS FOLLOWING OPENING WEEK. Where necessary, retro-active adjustments will be made back to the Monday preceding the opening day of the store.

F. A night shift differential of 25¢ per hour from 6:00 P. M. until midnight, and 35¢ per hour from midnight until 8:00 A. M., shall be paid to any full time employee who works night shift hours when the store is not open for business.

G. Full time employees who are scheduled to work days, and who commence their day shift prior to 6:00 A. M. will be paid 25¢ per hour for the hours worked from a starting time before 6:00 A. M. to 9:00 A. M. Monday through Thursday, and to 8:30 A. M. Friday and Saturday.

H. PART TIME EMPLOYEES ADVANCED TO REGULAR FULL TIME SHALL BE GIVEN CREDIT FOR CONTINUOUS PART TIME SERVICE WITH THE COMPANY ON THE BASIS THAT EACH FULL YEAR OF PART TIME SERVICE SHALL EQUAL ONE-HALF YEAR OF FULL TIME SERVICE IN ESTABLISHING THE EMPLOYEE'S FULL TIME RATE OF PAY. THIS SHALL APPLY ALSO TO PART TIME EMPLOYEES ADVANCED TEMPORARILY TO FULL TIME, HOWEVER, THEY SHALL BE PAID THEIR REGULAR PART TIME RATE WHEN THEY RETURN TO PART TIME. (WHERE APPLICABLE, PREVIOUS FULL TIME EXPERIENCE WILL ALSO BE CREDITED, AS PROVIDED UNDER ARTICLE VII BELOW, WHEN PART TIME ARE ADVANCED TO REGULAR FULL TIME.)

I. The starting rate in the Apprentice Meat Cutter classification of \$5.00 per week below the wage schedule for a period of two months, shall apply only to employees who have never worked for the Company previously, either full time or part time, and to employees who do not qualify for Union certified previous full time experience credit, as set forth in Article VII.

ARTICLE VI - RATES OF PAY - Cont'd.

J. FULL TIME EMPLOYEES SHALL BE PAID AT TIME AND ONE-HALF THEIR REGULAR HOURLY RATE OF PAY FOR HOURS WORKED WHILE TAKING INVENTORY.

K. A Journeyman Meat Cutter is defined as an employe who is capable of cutting and preparing meat in forms acceptable to the retail trade and in a manner that will yield the maximum of profitable cuts from a carcass. Such employe must also be proficient in waiting on customers and have the knowledge and ability to perform the general detailed tasks in a Meat and Fish Department.

L. An employe who for any reason acts as a Store Manager for one or more full days in a week in addition to the Manager's regular day off, will be paid 25¢ per hour for time so worked. Employes acting as Store Managers for less than a full day, in addition to the Manager's regular day off will receive no added compensation. AN EMPLOYEE ACTING AS A STORE MANAGER FOR A FULL CALENDAR WEEK WILL BE PAID THIRTY-FIVE (\$ 35.00) DOLLARS MORE PER WEEK THAN HIS REGULAR WEEKLY RATE FOR UP TO FORTY-THREE (43) HOURS WORK PER WEEK. Work performed in excess of forty-three (43) hours per week shall be paid at the rate of time and one half ($1\frac{1}{2}$) the employe's adjusted rate. No daily overtime shall be paid on the first forty-three (43) hours work performed in the week.

M. A First Cutter who replaces a Head Cutter for forty (40) hours in a calendar week (or a week while a Head Cutter is on vacation) will receive the contract rate of Head Cutter of that store for that week.

N. A Journeyman Meat Cutter who replaces or acts as a First Cutter for forty (40) hours in a calendar week will receive the contract rate for First Cutter for that week.

O. A Checker-Wrapper-Stocker who acts as a Head Cashier for forty (40) hours in a calendar week will be paid the Head Cashier differential applicable to the store of employment. Additional compensation will not be paid to employes who act as Head Cashiers for less than forty (40) hours in a calendar week.

P. AN EMPLOYEE WHO ACTS AS AN ASSISTANT GROCERY MANAGER FOR FORTY (40) HOURS IN A CALENDAR WEEK WILL BE PAID THE CONTRACT RATE FOR ASSISTANT GROCERY MANAGER AT THE STORE INVOLVED. An employe who acts as an Assistant Grocery Manager for less than forty (40) hours in a calendar week will be paid no additional compensation.

ARTICLE VI - RATES OF PAY - Cont'd.

Q. A Produce Head who is on vacation or is temporarily absent for personal reasons for a full calendar week will be replaced. A Produce Head absent from his duties as a Produce Head at the request of the Company shall be replaced commencing with the first full day of absence of the Produce Head. A replacement for a Produce Head shall be paid the Produce Head rate for that store.

R. "Full Calendar Week" or "Full Week" as referred to in this Article, shall mean any five (5) days between Sunday and Saturday inclusive.

HIRING (Previous Experience) CREDIT

ARTICLE VII

A. Proven previous full time experience in the industry will be recognized by the Company for the purpose of establishing weekly wage rates only. Completed full months of full time employment will be counted in determining the length of service to be credited. The amount of credit shall be limited to full time experience in the two years immediately preceding the date of employment and will not be added to the employee's job rate until the Monday of the week in which written certification is received from the Union. In no event will past service credits be applied unless certified to by the Union. The wage rate of employees credited with previous experience who have never worked for the Company previously shall be established at the bracket one step lower than the full credit would call for.

B. PREVIOUS PART TIME EXPERIENCE WITH LOBLAW INC. WITHIN THE TWO YEARS IMMEDIATELY PRIOR TO ANY RE-EMPLOYMENT DATE WILL BE RECOGNIZED BY THE COMPANY FOR THE PURPOSE OF ESTABLISHING A PART TIME EMPLOYEE'S HOURLY RATE OF PAY. COMPLETED FULL MONTHS OF PART TIME SERVICE WILL BE CREDITED.

LENGTH OF SERVICE INCREASES

ARTICLE VIII

It is agreed that to simplify the process of granting increases based on length of service, all such increases which become due in any calendar month shall become effective as of the first day of the week in which the 15th of the month falls. HOWEVER, IN THE CASE OF NEW PART TIME EMPLOYEES, THEY MUST BE EMPLOYED FOR AT LEAST SIXTY (60) DAYS BEFORE ANY LENGTH OF SERVICE INCREASE SHALL BE GRANTED AS PROVIDED ABOVE.

HOURS AND OVERTIME

ARTICLE IX

Full Time Employees

A. THE NORMAL WORK WEEK OF FULL TIME EMPLOYEES SHALL CONSIST OF EITHER FIVE (5)

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HOURS AND OVERTIME - Part Time Employees

ARTICLE X

A. No part time employee who is scheduled to work shall be scheduled for less than twelve (12) hours work per week, unless it is necessary to call in a replacement for a scheduled employee who does not report as scheduled. The replacement employee will be subject to the part time "call-in" provision of Article XII, Paragraph B.

B. Part time employees shall be paid at the rate of time and one-half for work performed after eight (8) hours in a day or after twenty-eight (28) hours in a week, but overtime payments shall not be duplicated for the same hours worked.

C. Qualified part time employees who apply for full time work will be given every consideration in filling job openings.

WORK SCHEDULES

ARTICLE XI

A. Work schedules for full time and part time employees will be posted by Saturday for the following week. Schedules are to be written in ink and shall be initiated by the store Union Steward prior to posting. Schedules once posted may be added to, but not reduced. Employees who are not scheduled to work on Saturday will be advised of their schedule for the following week before they leave the store on their last day of work that week.

B. A change in the schedule of a full time employee shall be permitted on eight hours notice in event of the absence of another scheduled full time employee. In such event, a full time employee may refuse to permit his work schedule to be changed if it will seriously interfere with his personal affairs.

C. There shall be no split shifts. This means that each employee shall work the hours of his or her shift continuously except for the lunch period which shall not be of less than one hour duration at mid-day. Evening lunch periods may be scheduled for less than one hour. Employees must be permitted to work at least two hours before their lunch period. Students shall be permitted to work both before and after school hours on the same day.

CALL - IN

ARTICLE XII

A. A full time employee called in to work on his scheduled day off shall be paid at the rate of time and one-half ($1\frac{1}{2}$) his regular rate for all hours so worked. Minimum call-in shall be four (4) hours.

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ARTICLE XII - CALL - IN - Cont'd.

B. No part time employee shall be scheduled for a work day which will produce less than four (4) hours pay unless the employee reports for work less than four (4) hours prior to the closing hour of the store, in which case he shall be permitted to work until the closing hour of the store. If scheduled to report for work at a time when the store is not open for business, part time employees shall be given the opportunity to earn the equivalent of four (4) hours straight time pay. This section shall not apply to pre-school hours.

C. Employees required to work before their duly scheduled starting time, or after their duly scheduled quitting time, shall not be given compensating time off for the purpose of avoiding the application of overtime wage rates. B16
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REST PERIODS

ARTICLE XIII

07-8/30 ALL FULL TIME EMPLOYEES SHALL BE GIVEN A REST PERIOD OF FIFTEEN (15) MINUTES BEFORE LUNCH AND FIFTEEN (15) MINUTES AFTER LUNCH. Part time employees shall also be given FIFTEEN (15) MINUTE rest periods if scheduled to work at least four (4) hours. Employees shall not be given rest periods until they have worked at least one hour. FULL TIME EMPLOYEES SCHEDULED TO WORK A SIX (6) HOUR DAY SHALL BE GIVEN ONE FIFTEEN (15) MINUTE REST PERIOD.

ACCIDENTS

ARTICLE XIV

All full time employees who are injured while employed in their regular duties by the Company, who because of such injury are required to remain away from work will, upon presentation of a Doctor's Certificate stating that the absence was necessary, be paid for lost time at 2/3rds of the regular rate of pay. Such payments shall not extend beyond seven consecutive days for any accident. An employee injured on the job shall be paid in full for the day the injury occurs.

FUNERAL TIME

ARTICLE XV

55-3/80 A. In the event of death in the immediate family, full time employees will be allowed as "leave" the three days immediately following the death with straight time pay for any of the three days which are regularly scheduled working days. If the funeral is held on the fourth (4th) day following the death, the employee will also be paid for the fourth (4th) day, provided that day is one of the employee's regularly scheduled working days, and further provided the employee attends the funeral.

B. In the event of death in the immediate family, part time employees shall be allowed as "leave" the day of the funeral with straight time pay for the hours, if any, they were scheduled to work the day of the funeral.

ARTICLE XV - FUNERAL TIME - Cont'd.

C. Members of the immediate family are defined as Grandparents, Father, Father-in-Law, Mother, Mother-in-Law, Sister, Brother, Spouse, Son, Daughter, or any inlaw or relative with whom the employe may be residing at the time of death.

TRANSPORTATION

ARTICLE XVI

A. AN EMPLOYE TEMPORARILY TRANSFERRED TO A STORE OUTSIDE A METROPOLITAN AREA AND LESS THAN TWENTY (20) MILES FROM HIS HOME, WILL BE PAID AN ALLOWANCE OF TEN (10¢) CENTS FOR EACH MILE OF ADDITIONAL TRAVEL DURING THE PERIOD OF TEMPORARY SERVICE. AN EMPLOYE TEMPORARILY TRANSFERRED TO A STORE OUTSIDE A METROPOLITAN AREA AND MORE THAN TWENTY (20) MILES FROM HIS HOME, WILL BE PAID AN ALLOWANCE OF TEN (10¢) CENTS PER MILE EACH WAY ONCE A WEEK AND, IN ADDITION, WILL BE PAID TWELVE (\$12.00) DOLLARS FOR EACH DAY AWAY FROM HOME TO COVER BOARD AND ROOM PROVIDED HE ACTUALLY LIVES DURING THE WEEK IN THE TOWN TO WHICH HE IS TRANSFERRED.

SUNDAYS AND HOLIDAYS

ARTICLE XVII

A. A full time employe shall be paid at the rate of double time for work performed on Sunday, except in case of emergency when straight time shall be paid.

B. NORMAL SUNDAY WORK FOR FULL TIME EMPLOYEES SHALL BE IN ADDITION TO THEIR REGULAR WORK WEEK, HOWEVER, SUNDAY HOURS SHALL NOT BE COUNTED IN COMPUTING OVERTIME PAYMENTS.

C. The following holidays will be recognized:

New Year's Day	Memorial Day
Independence Day	Labor Day
Thanksgiving Day	Christmas Day

D. During a week in which a recognized holiday occurs or is observed, full time employes shall be scheduled to work forty (40) hours and, in addition, shall be paid eight hours straight time pay for the holiday, provided the employe works the scheduled day before and the scheduled day following the holiday.

E. A full time employe who works part of the holiday week and is absent due to proven illness or injury will receive the holiday pay.

F. A full time employe shall be paid at the rate of double time for work performed on any of the above mentioned legal holidays except in case of emergency when straight time shall be paid. Full time employes who are scheduled to work on a legal holiday shall have the option to work six (6) days that week.

ARTICLE XVII - SUNDAYS AND HOLIDAYS - Cont'd.

G. After six (6) months continuous full time service, full time employees shall be given one (1) personal holiday each twelve (12) month period commencing August 1, 1960, for Loblaw employees and March 1, 1963, for former Century (Erie and North East, Pa.) employees. The Company shall be given two (2) weeks written notice of an employee's choice of date to observe his personal holiday. The personal holiday cannot be used to extend a vacation period. The date of a personal holiday is subject to Company approval in order of seniority, but the Company shall not withhold approval of a request for a personal holiday unless the granting would interfere with the efficient operation of the store.

H. FULL TIME EMPLOYEES WITH AT LEAST SIX (6) MONTHS FULL TIME SERVICE ON JANUARY 1ST SHALL BE GRANTED A SECOND PERSONAL HOLIDAY TO BE TAKEN BETWEEN JANUARY 1ST AND APRIL 30TH, ON A DATE DESIGNATED BY THE COMPANY.

I. Part time employees who work during a holiday week will be paid an additional forty (40¢) cents per hour for each hour worked during the holiday week. This additional sum of forty (40¢) cents per hour shall be considered as holiday pay for the weeks in which the holidays designated in Paragraph "C" above occur.

J. PART TIME EMPLOYEES WHO QUALIFY FOR VACATION PAY WILL RECEIVE EIGHT (8) HOURS PERSONAL HOLIDAY PAY ON THEIR ANNIVERSARY OF EMPLOYMENT TO BE PAID WITH THEIR VACATION CHECK. (THIS REPRESENTS THE EQUIVALENT OF TWO (2) PERSONAL HOLIDAY ALLOWANCES OF FOUR (4) HOURS EACH.)

VACATIONS

ARTICLE XVIII

A. Regular full time employees shall be granted vacations with pay on anniversary of continuous full time employment as follows:

1 year	--	1 week
3 years	--	2 weeks
8 years	--	3 weeks
15 years	--	4 weeks
25 years	--	5 weeks

830-33
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834-32
20
838-41
30

842-45
40
846-51
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B. The time of vacation shall be fixed by the Company at any mutually convenient time during the calendar year. In the event of conflict in requests of employees for vacation time off, preference shall be given in order of seniority.

C. Arrangements must be made to permit employees to enjoy earned vacation between the actual employment anniversary date and the end of the calendar year in which it occurs. Where necessary, vacations due in the months of November and December may be carried over to January of the following year.

ARTICLE XVIII - VACATIONS - Cont'd.

- D. After a full time employe has qualified for his first one week vacation, he automatically qualifies for future one week vacations as of January 1st of each year.
- E. After a full time employe has qualified for two weeks vacation, he automatically qualifies for future two week vacations as of January 1st of each year.
- F. After a full time employe has qualified for three weeks vacation, he automatically qualifies for future three week vacations as of January 1st of each year.
- G. After a full time employe has qualified for four weeks vacation, he automatically qualifies for future four week vacations as of January 1st of each year.
- H. After a full time employe has qualified for five weeks vacation, he automatically qualifies for future five week vacations as of January 1st of each year.
- I. A former full time employe who on January 1st of any year is employed as a part time employe and who, on his or her next anniversary of full time employment is again working full time shall be granted full time vacation allowance as set forth in Paragraph "A" of this Article.
- J. If a full time employe qualifies for vacation on January 1st and is due to complete service necessary for additional vacation time later in the year, he may take the time earned on January 1st early or wait and take all vacation time together.
- K. If an employe who has not taken the vacation earned on his anniversary of employment or on January 1st as the case may be, leaves the employ of the Company (regardless of whether or not he gives notice) or is separated for any reason other than dishonesty, he will receive his vacation pay at the time of leaving, however, in no event may an employe receive more than one (1) vacation entitlement during a calendar year.
- L. Lost time totaling less than ninety (90) days in any calendar year shall not affect vacation rights. Lost time for any reason including leaves of absence for military service, totaling more than ninety (90) days in a calendar year shall have the following effect upon vacation entitlement the following calendar year:
- Lost time of more than ninety (90) days, but not over one hundred eighty (180) days shall reduce vacation and vacation pay by 25%

ARTICLE XVIII - VACATIONS - Cont'd.

Lost time of more than one hundred eighty (180) days, but not over two hundred seventy (270) days shall reduce vacation and vacation pay by 50%.

Lost time of more than two hundred seventy (270) days shall disqualify for vacation.

854-55
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M. Part time employees including full time employees reduced to part time status who do not qualify for full time vacation entitlement as provided in Paragraphs A, D, E, F, G, H, I, and J above, who have worked a minimum of five hundred twenty (520) hours in the fifty-two (52) weeks preceding their anniversary date shall be paid a vacation allowance on anniversary of employment, the amount of which shall be determined by dividing by fifty-two (52) the total of hours worked in the year preceding the anniversary date. Actual time off, if requested, may be taken at a mutually convenient time during the current calendar year. Part time employees will not be required to take vacation time off unless they so desire.

N. PART TIME EMPLOYEES WITH ONE OR MORE YEAR'S SERVICE WHO ARE PROMOTED TO REGULAR FULL TIME WILL BE PAID A PRO-RATA ALLOWANCE FOR PART TIME SERVICE FROM THE DATE OF THEIR LAST ANNIVERSARY OF PART TIME SERVICE TO THE DATE THEY BECOME REGULAR FULL TIME, PROVIDED THIS PERIOD IS IN EXCESS OF THIRTY (30) DAYS. THE EMPLOYEE'S STARTING DATE AS A FULL TIME EMPLOYEE WILL THEN BECOME HIS ANNIVERSARY DATE FOR FULL TIME VACATIONS.

841-42
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LAUNDRY

ARTICLE XIX

The Company agrees to furnish and launder without charge, all aprons, coats, hoovers, head bands, etc. used by employees in the operation of the store.

843-44
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APPRENTICES

ARTICLE XX

847-48
61
The Company will furnish the Union with a list of employees classified as Meat Cutter Apprentices as of the effective date of the Contract and shall advise the Union of all changes of personnel in this classification.

RULES

ARTICLE XXI

A. Employees shall observe the rules and regulations of the Company. Willful violations, dishonesty, incompetency, gross insubordination, or neglect shall be cause for reduction in job classification, layoff, discharge or other disciplinary action.

B. ALL EMPLOYEES SHALL MAINTAIN THEIR PERSONAL APPEARANCE IN A MANNER ACCEPTABLE IN THE RETAIL FOOD BUSINESS DURING WORKING HOURS.

ARTICLE XXI - RULES - Cont'd.

C. Any reasonable rule of the Company requiring physical or medical examination will be promptly complied with by members of the Union.

LEAVES OF ABSENCE

ARTICLE XXII

A. LEAVES OF ABSENCE WITHOUT PAY WHICH IN THE OPINION OF THE UNION AND THE COMPANY ARE NECESSITATED BY CIRCUMSTANCES BEYOND THE CONTROL OF THE EMPLOYEE MAY BE GRANTED ANY EMPLOYEE FOR PERIODS NOT TO EXCEED THREE MONTHS ON ANY SINGLE OCCASION.

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A LEAVE OF ABSENCE WITHOUT PAY FOR THE PURPOSE OF MATRIMONY SHALL BE GRANTED EMPLOYEES FOR A PERIOD NOT TO EXCEED TWO WEEKS IN ADDITION TO ANY OTHER LEAVE OF ABSENCE TO WHICH THE EMPLOYEE MAY BE ENTITLED AND REGARDLESS OF LENGTH OF SERVICE.

B. Leaves of absence without pay, for an employee's personal convenience may be granted with the approval of the Union and the Company.

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C. MATERNITY LEAVES WILL BE GRANTED EMPLOYEES AFTER ONE YEAR'S CONTINUOUS SERVICE PROVIDED THE EMPLOYEE RETURNS TO WORK WITHIN THREE MONTHS OF THE TERMINATION OF THE PREGNANCY. Employees on maternity leave may also avail themselves of the "Personal Convenience" leave of absence.

D. Employees on leave of absence shall not build up service credits on length of service wage rates during the period of the leave.

E. An employee on leave of absence may not hold another job.

5/
F. Employees on leave of absence must return to work at the expiration of their leave. Failure to do so will constitute a voluntary termination of the employee.

7/
G. Employees off because of illness or injury for extended periods must periodically advise the Buffalo Personnel Department, if employed in Division I, or their District Manager, if employed in Divisions II or III, of their status and their expected date of return to work. In any event, such employees must give notice of their return to work by Friday of the week prior to their return to work.

SENIORITY - PROMOTIONS - LAYOFFS

ARTICLE XXIII

A. Seniority of former Century Food Market Company employees, who became employees of Loblaw Inc. June 12, 1961, shall be administered in accordance with the provisions of this Article on the following basis:

1. The most recent date of employment with Century Food Market Company will be used to determine seniority of former Century Food Market Company employees among themselves.
2. Loblaw full time employees on the payroll June 12, 1961, shall have seniority over all former Century employees. 45
2

ARTICLE XXIII - SENIORITY - PROMOTIONS - LAYOFFS - Cont'd.

3. Former Century full time employes on the payroll June 12, 1961, shall have seniority over all part time employes.
4. Loblaw part time employes on the payroll June 12, 1961, shall have seniority over all former Century part time employes.

B. Seniority of regular full time employes shall commence as of their starting date as full time employes. Seniority of part time employes shall commence as of their starting date as part time employes and shall be recognized only among part time employes of the same store, except in the case of layoff or recall as provided in Paragraph "H" of this Article. EMPLOYES SHALL BE ON PROBATION DURING THEIR FIRST SIXTY (60) DAYS OF EMPLOYMENT. A full time employe shall have seniority over all part time employes.

C. Seniority rights based on length of service, skill, ability, and efficiency shall be recognized. In considering candidates for promotion, if skill, ability, and efficiency are equal, then length of service shall govern and the employe with the greatest length of service shall be promoted. In event of promotion, if, in the opinion of the Union, the Company fails to give proper recognition to length of service, the matter may, within thirty (30) days of the date of promotion, be made the subject of a grievance to be acted upon in the manner prescribed in this Agreement.

D. For purposes of promotion, seniority shall be considered within each of the Company's operating divisions.

E. EMPLOYES MAY REFUSE A PROMOTION OUTSIDE THEIR SENIORITY AREA WITHOUT AFFECTING THEIR STATUS IN FUTURE PROMOTIONS. EMPLOYES WHO REFUSE A PROMOTION WITHIN THE BARGAINING UNIT AND WITHIN THEIR SENIORITY AREA, SHALL GO TO THE BOTTOM OF THE SENIORITY LIST AS FAR AS FUTURE PROMOTIONS ARE CONCERNED. "Seniority area" for the purpose of this paragraph shall mean the areas as defined in Paragraph "F", sub-sections 1 through 7, of this Article.

F. In the event of a layoff or recall of a full time employe, seniority shall be considered within the following separate units:

- | | |
|-------------------------------|--|
| 1. Erie, Northeast, Pa. | 5. Albion, Medina, Batavia, |
| 2. Corry, Warren, Pa. | Brockport, N. Y. |
| 3. Hornell, Wellsville, N. Y. | 6. Dunkirk, Fredonia, Westfield, N. Y. |
| 4. Olean, Salamanca, N. Y., | 7. All other stores (Counties of |
| Bradford, Pa. | Cattaraugus, Erie and Niagara.) |

The youngest full time employe in the store where a reduction in full time staff occurs, may replace only the youngest full time employe of the same job classi-

ARTICLE XXIII - SENIORITY - PROMOTIONS - LAYOFFS - Cont'd.

fication within the same seniority unit. However, a Journeyman Cutter or a Meat Cutter Apprentice, cannot replace a grocery department employe and likewise, a grocery department employe cannot replace a Journeyman Cutter or a Meat Cutter Apprentice. A full time employe to be laid off may replace a part time employe of the same store only.

G. In the event of a layoff or recall of a part time employe seniority shall be considered within each District Manager's district.

H. A part time employe to be laid off may replace a younger part time employe in the same District Manager's district.

045-46
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I. A full time employe shall be given one (1) week's notice in event of layoff. If one (1) week's notice is not given, the employe shall receive five (5) days pay in lieu of notice. This does not apply in event of reduction from full time to part time.

J. Full time employes (excluding employes temporarily working full time during vacation period or as a replacement for an absent employe), reduced to part time will continue to receive their full time hourly rate unless the change is made at the request of the employe, in which case the rate shall be the appropriate part time rate in accordance with length of service.

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039-46
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K. If an employe is called back to work after a layoff and does not report within one week, or if an employe is laid off continuously for a period of twelve (12) months, seniority shall be broken. A reduction from full time to part time shall not be considered as an interruption of seniority.

53-24
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L. When a store is closed the employes of that store who hold classified jobs, i.e., Head Cutter, Assistant Grocery Manager, Produce Head and Head Cashier may exercise their total Company seniority to replace the least senior employe holding a similar classified job in the same pay level within the seniority area. If the total Company seniority of the employe from the closed store is not sufficient to permit a move at the same pay level, the employe may, then replace the least senior employe in the next lower level again within the same seniority area. The First Cutter may, total Company seniority permitting, replace the least senior First Cutter in the seniority area.

M. A classified employe, i.e., Head Cutter, First Cutter, Assistant Grocery Manager, Produce Head or Head Cashier, who has been reduced to a non-classified job

ARTICLE XXIII - SENIORITY - PROMOTIONS - LAYOFFS - Cont'd.

(either full time or part time) as the result of a store closing, will be given the first opportunity to return to his or her former status as openings occur based on total Company seniority among other similarly reduced employees in the same seniority area, even though there may be other employees in the seniority area with more total Company seniority, but who have never held classified jobs or who were reduced from classified jobs for a reason other than a store closing.

N. Temporary replacements of Head Cutter, First Cutter, Assistant Grocery Manager, Produce Head and Head Cashier for a period not to exceed four (4) weeks shall be handled in the following manner:

- (a) Reduced First Cutters and reduced Produce Heads within the seniority area will be used for the positions of First Cutter and Produce Head if available

otherwise

- (b) When a temporary replacement for one of the above jobs is needed, the senior qualified employee within the store where the replacement is required will be used. Consideration will be given in the following order, and will be limited within the store to:

- 1. Full time employees
- 2. Full time employees reduced to part time

- (c) If no qualified replacement is available within the store, the replacement will be chosen by seniority from qualified employees within the District Manager's district. The employee so chosen must be advised that the transfer is of a temporary nature of not more than four weeks, and that upon completion of the temporary assignment, the employee will be returned to the store from which he came.

- (d) Replacements for periods of longer than four (4) weeks are considered to be promotions and openings will be filled in accordance with Article XXIII of this contract.

JOB SECURITY

ARTICLE XXIV

A. FOR THE DURATION OF THE CONTRACT, I.E., SEPTEMBER 13, 1970, TO SEPTEMBER 23, 1973, THE COMPANY WILL CONTINUE TO EMPLOY THE SAME NUMBER OF REGULAR FULL

ARTICLE XXIV - JOB SECURITY - Cont'd.

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TIME EMPLOYEES AS WERE ON THE PAYROLL SEPTEMBER 12, 1970, EXCEPT THAT THIS NUMBER SHALL BE REDUCED BY THE NUMBER OF DEATHS, RETIREMENTS AND VOLUNTARY TERMINATIONS OF REGULAR FULL TIME EMPLOYEES WHICH OCCUR DURING THE TERM OF THIS CONTRACT.

1. The provisions of Article XXIV, Paragraph "A" above shall not apply in the case of:

A. Any strike which affects the Company's operations

or

B. Acts of God

(In the latter case, affected full time employees will be given opportunity for work where possible and practical.)

2. In the case of store closings full time employees in such stores shall be absorbed in stores as close as possible and practical to the location of the closed store.
3. Hardship situations will be discussed by the Company and the Union.
4. For the term of this Agreement, i.e., September 13, 1970, to September 23, 1973, the Company agrees that no new full time employees will be hired unless all former full time employees of the same job classification who have been reduced to part time and who were on the payroll September 12, 1970, and who desire full time employment have been given an opportunity for such employment, subject to their ability to perform available work and to seniority.

STRIKES AND LOCKOUTS

ARTICLE XXV

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Strikes and lockouts of any character or for any reason whatsoever shall be outlawed during the term of this Agreement, provided the principles of arbitration, as outlined in this Agreement, are adhered to.

GRIEVANCES AND ARBITRATION

ARTICLE XXVI

Any, and all disputes, grievances or controversies arising between the parties to this Agreement shall be submitted to arbitration in the event satisfactory adjustment cannot be made between the parties, with the understanding that such disputes, grievances and controversies must be brought to the attention of the party concerned in writing within thirty (30) days after the incident occurs if the incident is to be considered cause for grievance. Arbitration, as in this Agreement contemplated, shall be by an Arbitration Board consisting of one representative of the

ARTICLE XXVI - GRIEVANCES AND ARBITRATION - Cont'd.

Union and one representative of the Company. The Board is to be selected within ten (10) days after representatives of the Union and the Company fail to reach a decision acceptable to both parties on the question involved. Should the Arbitration Board fail to agree, a third member shall be appointed by the Director of the United States Conciliation Service upon application by either party. The third member of the Board shall be the one who represents neither the Union nor the Company, and shall be the Chairman and presiding Officer of the Board.

E27-32
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E27-32
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The Board shall convene within ten (10) days after its formation and shall, upon notice to both parties, hear the evidence relating to the controversy. Neither party shall consume more than two days to present its evidence. The arbitrators shall have no authority to add to, subtract from, change or modify any provision of this Agreement, but shall interpret the existing provisions of this Agreement and apply them to the specific facts of the grievances, controversies or disputes. Before submitting a difference to a three-man Arbitration Board, the parties shall set forth in writing the specific issues to be arbitrated and the Board shall confine its award to such submission Agreement. The majority decision of the Board shall be binding upon the Company and the Union, and it shall be submitted in writing within ten (10) days after the conclusion of the hearing unless the time be extended by mutual agreement of the Company and the Union. There shall be no work interruption of any kind pending the decision of the Board of Arbitration. The expense of the third member of the Board shall be shared equally by the parties hereto.

PENSION

ARTICLE XXVII

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A. The Company agrees to contribute to the Local #34 Retail Food Stores Pension Fund the sum of fifteen (15¢) cents per hour for each hour worked by each regular full time employe covered by this Agreement, up to a maximum of forty (40) hours each week. For the purpose of this paragraph paid vacations and paid holidays will be considered as time worked. EFFECTIVE JANUARY 3, 1973, THE PENSION CONTRIBUTION RATE SHALL BE INCREASED TO TWENTY (20¢) CENTS PER HOUR.

B. WITH RESPECT TO ALL NEW FULL TIME EMPLOYEES CONTRIBUTIONS BY THE COMPANY WILL COMMENCE THE FIRST DAY OF THE WEEK FOLLOWING THE COMPLETION OF SIXTY (60) DAYS OF CONTINUOUS ACTIVE EMPLOYMENT WITH THE COMPANY OR SIXTY (60) DAYS OF CONTINUOUS ACTIVE EMPLOYMENT IN THE INDUSTRY.

C. The Local #34 Retail Food Stores Pension Plan must have the continuing approval of the Internal Revenue Service as an exempt Plan. The Company will not be obligated to make any contributions which are not deductible from gross income for federal income tax purposes.

Missing Page 21

JURY DUTY

ARTICLE XXIX

FULL TIME EMPLOYEES, WHEN SERVING AS LOCAL JURORS, WILL BE PAID THE DIFFERENCE BETWEEN THE AMOUNT RECEIVED AS JURORS AND THEIR NORMAL WEEK'S PAY. EMPLOYEES ON JURY DUTY SHALL BE SCHEDULED "OFF" ON SATURDAY. IF EMPLOYEES ON JURY DUTY ARE EXCUSED FROM JURY DUTY SERVICE PRIOR TO FRIDAY, THEY SHALL REPORT FOR WORK THE FOLLOWING DAY OR DAYS, BUT SHALL STILL HAVE SATURDAY OFF. 657-58
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NATIONAL GUARD

ARTICLE XXX

A. Full time employees who were full time employees of the Company for at least two (2) years on August 1, 1960, and also were members of the National Guard or the Reserve, shall be given time off for encampment, and the Company shall make up any loss in pay for a maximum of two weeks. This applies during the enlistment in effect on August 1, 1960, and does not apply if the employee re-enlists.

Any full time employee with two (2) years service, who is required by law to serve in the National Guard or the Reserve, shall also be paid for encampment to a maximum of two (2) weeks. 065-66
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B. An employee shall not be required to have his vacation time off coincide with a period of active military service.

STEWARDS

ARTICLE XXXI

A. EITHER FULL TIME OR PART TIME EMPLOYEES MAY BE STEWARDS. Employees who are stewards shall be the last to be laid off in their job classifications. Stewards shall be limited to one (1) per store. The Company is to be notified of the election or appointment of stewards. 032-30
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B. Stewards shall be allowed adequate time, as determined by the Company, to process grievances.

TRANSFERS

ARTICLE XXXII

A. The right of transfer of employees from store to store shall not be used for purposes of discrimination or discipline.

B. The Company will discuss with the Business Agent concerned any transfer of a Union Steward from one store to another. The matter will be discussed before the transfer is made.

FEMALE RESTRICTIONS

ARTICLE XXXIII

A. Female Meat Wrappers are not to use knives except for Liverwurst, Cheese and Luncheon Meat which cannot be run through a slicer.

B. Females shall not be requested to operate saws or grinders, except where a second grinder is in the market for customer convenience. Females may clean equipment 022-24
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Harty

ARTICLE XXXIII - FEMALE RESTRICTIONS - Cont'd.

provided it has been dismantled.

COST OF LIVING

ARTICLE XXXIV

IF ON SEPTEMBER 10, 1972, THE LATEST PUBLISHED COST OF LIVING AS MEASURED BY THE CONSUMER PRICE INDEX MAINTAINED BY THE FEDERAL BUREAU OF LABOR STATISTICS, INDICATES A GREATER PERCENTAGE INCREASE OVER THE LATEST PUBLISHED INDEX AT THE EFFECTIVE DATE OF THIS CONTRACT SEPTEMBER 13, 1970, (136.0) THAN THE INCREASES IN EACH CONTRACT RATE OVER THE RATES IN EFFECT ON SEPTEMBER 12, 1970, THEN AND IN THAT EVENT THE WAGE INCREASES WHICH WILL BE EFFECTIVE SEPTEMBER 10, 1972, SHALL BE THE SAME PERCENTAGE INCREASE OVER 1970 AS THE PERCENTAGE INCREASE IN THE COST OF LIVING INDEX.

TRAINEES AND CO-MANAGERS

ARTICLE XXXV

A. THE COMPANY SHALL BE PERMITTED TO TRAIN EMPLOYEES SELECTED BY IT IN ANY STORE DEPARTMENT. IT SHALL BE UNDERSTOOD THAT THE EMPLOYEE WHO IS IN TRAINING FOR A MANAGERIAL, SUPERVISORY OR EXECUTIVE POSITION WITH THE COMPANY, SHALL BE A MEMBER OF THE UNION AND SHALL BE PERMITTED TO PERFORM ANY STORE OPERATION OR WORK THAT THE COMPANY SHALL DESIGNATE. NOT MORE THAN TEN (10) SUCH TRAINEES WILL BE USED AT ONE TIME IN THE BARGAINING UNIT AND THEY SHALL NOT DISPLACE ANY MEMBER OF THE BARGAINING UNIT.

B. THE COMPANY SHALL HAVE THE RIGHT TO DESIGNATE CO-MANAGERS IN ANY STORES WITHOUT RESTRICTION, PROVIDED THE CLASSIFICATION IS NOT USED TO "ERODE" THE CLASSIFICATION OF ASSISTANT STORE MANAGER. A CO-MANAGER MAY OR MAY NOT BE A MEMBER OF THE UNION.

LIE DETECTOR - INTERROGATION

ARTICLE XXXVI

EMPLOYEES SHALL NOT BE COMPELLED TO TAKE LIE DETECTOR TESTS UNDER ANY CIRCUMSTANCES WITHOUT PRIOR APPROVAL OF THE UNION AND THE EMPLOYEE AFFECTED. SHOULD EMPLOYEES VOLUNTARILY SUBMIT TO SUCH TEST, THEY MUST HAVE A WITNESS PRESENT, PREFERABLY THE UNION STEWARD OR BUSINESS REPRESENTATIVE. THE REFUSAL OF THE UNION OR THE EMPLOYEE AFFECTED TO SUBMIT TO ANY SUCH EXAMINATION SHALL NOT BE CAUSE FOR DISCIPLINE OR DISCHARGE.

OUTSIDE SALESMEN

ARTICLE XXXVII

THERE SHALL BE NO RESTRICTION ON OUTSIDE WORK EXCEPT THAT OUTSIDE SALESMEN MAY STOCK THEIR OWN PRODUCTS ONLY.

CENTRALIZED MEAT CUTTING

ARTICLE XXXVIII

THE COMPANY WILL DISCUSS SIXTY (60) DAYS PRIOR TO THE MANNING OF JOBS IN ANY COMPANY FACILITY IN THE BUFFALO UNIT IN WHICH THE COMPANY PLANS TO ESTABLISH

ARTICLE XXXVIII - CENTRALIZED MEAT CUTTING - Cont'd.

CENTRAL MEAT CUTTING, PROCESSING OR PREPARATION INVOLVING WORK CUSTOMARILY PERFORMED BY MEMBERS OF THE UNION.

SERVICE CLERKS

ARTICLE XXXIX

"SERVICE CLERKS", WHO WILL NOT BE A PART OF THE BARGAINING UNIT, MAY BE EMPLOYED IN SOME STORES UNDER CONDITIONS AS AGREED UPON BY THE COMPANY AND THE UNION.

TERMINATION

ARTICLE XL

A. THIS AGREEMENT SHALL BECOME EFFECTIVE SEPTEMBER 13, 1970, AND SHALL CONTINUE IN EFFECT UNTIL 12:01 A. M., SEPTEMBER 23, 1973, AND THEREAFTER FOR SUCCESSIVE PERIODS OF ONE YEAR EACH, UNLESS TERMINATED BY EITHER PARTY UPON WRITTEN NOTICE TO THE OTHER, WHICH NOTICE SHALL BE GIVEN NOT LESS THAN SIXTY (60) DAYS PRIOR TO ANY TERMINATION DATE.

B. IN WITNESS WHEREOF, the Company has hereunto caused this instrument to be executed by its duly authorized Officer and the Union, duly authorized by its members, has hereunto caused this instrument to be executed by its duly authorized Officers or representatives this _____ day of _____, 1970.

FOR THE COMPANY:

LOBLAW INC.

FOR THE UNION:

FOOD STORE EMPLOYEES' UNION LOCAL 34,
AFFILIATED WITH A.M.C. & B.N.A.
(A.F.L. - C.I.O.)

Senior Vice President & Secretary

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U.S. DEPARTMENT OF LABOR
BUREAU OF LABOR STATISTICS
WASHINGTON, D.C. 20212



6799

November 30, 1970

Loblow, Incorporated
c/o Mr. William K. Houseknecht,
Labor Relations Representative
678 Bailey Avenue
Buffalo, New York 14240

JAN 11 1971 - CO.

*Not Conf.
per ltr.
5/73*

Gentlemen:

We have in our file of collective bargaining agreements a copy of your agreement(s) between the Loblow, Incorporated, located in Western New York and Northwestern Pennsylvania and the Amalgamated Meat Cutters and Butcher Workmen of North America local #34. The agreement we have on file ~~expired in August 1970~~ *SEPTEMBER 13, 1970*. Would you please send us a copy of your current agreement--with any supplements (e.g., employee-benefit plans) and wage schedules--negotiated to replace or to supplement the expired agreement. If your old agreement has been continued without change or if it is to remain in force until negotiations are concluded, a notation to this effect on this letter will be appreciated. We would also appreciate your sending us copies of your Health Insurance and Pension agreements.

In addition, please provide the information requested below. You may return this form and your agreement in the enclosed envelope which requires no postage.

I should like to remind you that our agreement file is open to your use, except for material submitted with a restriction on public inspection.

Very truly yours,

PLEASE RETURN THIS LETTER WITH
YOUR RESPONSE OR AGREEMENT(S).

Geoffrey H. Moore
GEOFFREY H. MOORE
Commissioner

If more than one agreement is enclosed, please provide information separately for each agreement on the back of this form.

1. NUMBER OF EMPLOYEES NORMALLY COVERED BY AGREEMENT 2000
2. Number and location of establishments covered by agreement 62
3. Product, service, or type of business RETAIL FOOD SALES
4. If previous agreement has been extended without change, indicate new expiration date _____

WILLIAM K. HOUSEKNECHT
(Your name)

LABOR RELATIONS REPRESENTATIVE
(Position)

678 BAILEY AVE
(Business Address)

BUFFALO NEW YORK 14240
(City and State)

1/4/71